

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	09/28/2012

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alto Professional, LLC		09/28/2012	LIMITED LIABILITY COMPANY: FLORIDA

RECEIVING PARTY DATA	
Name:	inMusic Brands, Inc.
Street Address:	200 Scenic View Drive
Internal Address:	Suite 201
City:	Cumberland
State/Country:	RHODE ISLAND
Postal Code:	02864
Entity Type:	CORPORATION: FLORIDA

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2940355	LTO

CORRESPONDENCE DATA	
Fax Number:	4014550701
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	401-455-0700
Email:	trademarks@duffysweeney.com
Correspondent Name:	Michael F. Sweeney
Address Line 1:	One Financial Plaza
Address Line 2:	Suite 1800
Address Line 4:	Providence, RHODE ISLAND 02903

ATTORNEY DOCKET NUMBER:	ALTO - INMUSIC
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NAME OF SUBMITTER:	Michael F. Sweeney
Signature:	/Michael F. Sweeney/
Date:	10/02/2012
Total Attachments: 7 source=Alto TM Assignment#page1.tif source=Alto TM Assignment#page2.tif source=Alto TM Assignment#page3.tif source=Alto TM Assignment#page4.tif source=Alto TM Assignment#page5.tif source=Alto TM Assignment#page6.tif source=Alto TM Assignment#page7.tif	

ASSIGNMENT OF TRADEMARK AGREEMENT

THIS ASSIGNMENT OF TRADEMARK AGREEMENT (the "*Agreement*") dated as of September 28, 2012, from **Alto Professional, LLC**, a Florida limited liability company ("*Assignor*") to **inMusic Brands, Inc.**, a Florida corporation ("*Assignee*").

WHEREAS, Assignor has adopted, is using, and is the owner of all right, title and interest in the Marks and the goodwill of the business in connection with which such Marks are used identified on Exhibit A attached hereto (the "**Marks**"); and

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest in, to and under the Marks;

NOW, THEREFORE, for good and valuable consideration of the sum of Ten Dollars (\$10.00) to it in hand paid by Assignee, the receipt of which is hereby acknowledged, Assignor does hereby assign, transfer and sell unto Assignee, all right, title and interest in and to the Marks, the right to sue for infringement that occurred prior to the date hereof, together with the goodwill together with that part of Assignor's business to which the Marks pertain, which business is ongoing and existing, the goodwill of the business symbolized by the Marks, and the above identified registration of the Marks. And, Assignor hereby covenants and agrees that it will, at Assignee's reasonably request and at its expense, (i) communicate to Assignee, its successors, assigns or other legal representatives, any facts known to it respecting the Marks, (ii) testify in any legal proceeding, (iii) sign all lawful papers and execute all affidavits, (iv) make all rightful oaths and (v) generally do everything possible to aid Assignee, its successors, assigns or other legal representatives to obtain, vest and enforce proper protection for said Marks all registrations and applications therefor, including any renewals and extensions of the registrations that are or may be secured, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made; together with all income, royalties or payments due or payable as of the effective date of this assignment or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of her successors, assigns or other legal representatives.


And Assignor hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith, effective the date first written above.

{Signatures follow on next page}

IN WITNESS WHEREOF, the Assignee has executed this Assignment of Trademark Agreement as of the date first written above.

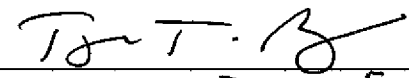
ASSIGNEE:

INMUSIC BRANDS, INC.

By: 
Name: Paul R. Antrop
Title: Executive Vice President

STATE OF R.I.
COUNTY OF Providence

On this 28 day of September, 2012, before me, the undersigned notary public, personally appeared Paul R. Antrop, Executive Vice President of inMusic Brands, Inc., proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Paul R. Antrop, Executive Vice President of inMusic Brands, Inc.


Notary Public: 57055
My Commission Expires: 2-27-14




[Trademark Assignment Signature Page -- Assignee]

IN WITNESS WHEREOF, the Assignor has executed this Assignment of Trademark Agreement by their duly authorized officers or signatories as of the date first written above.

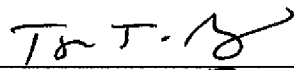
ASSIGNOR:

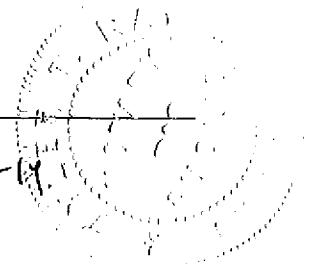
ALTO PROFESSIONAL, LLC

By: 
Name: Paul R. Antrop
Title: Executive Vice President

STATE OF RI
COUNTY OF Providence

On this 28 day of September, 2012, before me, the undersigned notary public, personally appeared Paul R. Antrop, Executive Vice President of Alto Professional, LLC, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Paul R. Antrop, Executive Vice President of Alto Professional, LLC


Notary Public: 57056
My Commission Expires: 2-27-14



[Trademark Assignment Signature Page -- Assignor]

EXHIBIT A

4829-3322-0113, v. 2

Client: ALTO Alto Professional, LLC

Trademark	Case Number/Subcase Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
ALTO and Design	869909/ Australia	Registered		869909 20-Mar-2001
ALTO and Design	ALTO/ Brazil	Pending 09 Int.	826627919 27-Aug-2004	
ALTO and Design	19841/ Ecuador	Registered		19841 07-Mar-2003
ALTO and Design	141428/ Egypt	Registered		141428 07-Aug-2007
ALTO and Design	02142503/ European Community	Registered	003599453	002142503 24-Apr-2002
ALTO and Design	499843/ Indonesia	Registered		499843 05-Mar-2002
ALTO and Design	147659/ Israel	Registered		147659 02-May-2002
ALTO and Design	01005840/ Malaysia	Registered 09 Int.		01005840 03-Jan-2004
ALTO and Design	822739/ Mexico	Registered		822739 27-Feb-2004
ALTO and Design	76812/ Morocco	Registered		76812 22-Mar-2001
ALTO and Design	634266/ New Zealand	Registered		634266 19-Mar-2001
ALTO and Design	234514/ Russian Federation	Registered		234514 09-Jan-2003
ALTO and Design	99702611/ Saudi Arabia	Registered		99702611
ALTO and Design	T01/06219E/ Singapore	Registered		T01/06219E 04-May-2001
ALTO and Design	2001/05450/ South Africa	Registered		2001/05450 29-Mar-2001
ALTO and Design	19195/ Tangier	Registered		19195 22-Mar-2001
ALTO and Design	355863/ Uruguay	Registered		355863 10-Apr-2007

TRADEMARK

REEL: 004871 FRAME: 0042

Client: ALTO Alto Professional, LLC

Trademark	Case Number/Subcase Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
ALTO and Design	01005118/ Venezuela	Pending	01005118	
ALTO and Design	14752/ Yemen, Republic of	Registered		14752 28-Mar-2001
ALTO PROFESSIONAL	ALTO PRO/ Brazil	Pending 09 Int.	22-Dec-2011	
LTO	4301978/ China (Peoples Republic)	Registered		4301978 21-Mar-2007
LTO and Design	2085300/ Argentina	Registered		2085300 12-May-2006
LTO and Design	102073-C/ Bolivia	Registered		102073-C 26-Jan-2006
LTO and Design	TMA593399/ Canada	Registered		TMA593399 29-Oct-2003
LTO and Design	951620/ Chile	Registered		951620 18-Jun-2012
LTO and Design	1983657/ China (Peoples Republic)	Registered		1983657 07-Oct-2002
LTO and Design	241510/ Czechoslovakia	Registered		241510 21-Feb-2002
LTO and Design	128253/ Guatemala	Registered		128253 14-May-2002
LTO and Design	98901/ Iran	Registered		98901 28-May-2002
LTO and Design	04-0569904/ Korea, Republic of	Registered		04-0569904 26-Dec-2003
LTO and Design	0103P181/ Nigeria	Pending	0103P181	
LTO and Design	0102P142/ Nigeria	Pending	0102P142	
LTO and Design	279455/ Paraguay	Registered		279455 21-Jun-2005
LTO and Design	82432/ Peru	Registered		82432 15-Aug-2002

TRADEMARK

REEL: 004871 FRAME: 0043

Client: ALTO Alto Professional, LLC

Trademark	Case Number/Subcase Country Name	Status Class(es)	Application Number/Date	Registration Number/Date
LTO and Design	R160572/ Poland	Registered		R160572 23-Aug-2005
LTO and Design	46692/ Serbia	Registered		46692 08-Jan-2004
LTO and Design	200181/ Slovakia	Registered		200181 12-Apr-2001
LTO and Design	TM160486/ Thailand	Registered		TM160486 27-Apr-2001
LTO and Design	2001/05513/ Turkey	Registered		2001/05513 28-Mar-2001
LTO and Design	42179/ United Arab Emirates	Registered		42179 27-Mar-2001
LTO and Design	LTO/ United States of America	Registered 09 Int.	76223589 13-Mar-2001	2940355 12-Apr-2005
LTO MUSIC, PASSION, DESIGN (stylized)	09247016/ European Community	Registered	09247016	09247016 27-Dec-2010
LTO MUSIC, PASSION, DESIGN (stylized)	099032845/ Taiwan	Pending	099032845 08-Jul-2011	
MUSIC WITH PASSION	MUSIC WITH PASSI/ Taiwan	Registered		11211442